



PATENT  
Customer No. 22,852  
Attorney Docket No. 08350.1644-02

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of: )  
G. Gehner et al. ) Group Art Unit: 2856  
Application No.: 10/702,444 ) Examiner: R. Raevis  
Filed: November 7, 2003 ) Confirmation No.: 9713  
For: METHOD AND APPARATUS FOR )  
MIXING GASES )

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**TERMINAL DISCLAIMER**

Assignee, Caterpillar Inc., duly organized under the laws of Delaware and having its principal place of business at 100 N.E. Adams Street, Peoria, IL 61629-6490, represents that it is the assignee of the entire right, title and interest in and to the above-identified application, Application No. 10/702,444, filed November 7, 2003 for METHOD AND APPARATUS FOR MIXING GASES in the names of Gerrick S. Gehner et al., as indicated by assignments duly recorded in the United States Patent and Trademark Office in a parent application at Reel 013187, Frame 0763 on August 12, 2002.

Assignee, Caterpillar Inc., further represents that it is the assignee of the entire right, title and interest in and to U.S. Patent No. 6,684,719, as indicated by assignments duly recorded in the United States Patent and Trademark Office at Reel 013187, Frame 0763 on August 12, 2002.

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To obviate a double patenting rejection, assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior patent No. 6,684,719, Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), the required fee of \$130.00 is being filed with this disclaimer.

If a check for the required fee is not filed concurrently herewith or if there are any additional fees due in connection with the filing of this Terminal Disclaimer, please charge the fees to our Deposit Account No. 06-0916. If a fee is required for an

extension of time under 37 C.F.R. § 1.136 not accounted for above, such an extension is requested and the fee should also be charged to Deposit Account No. 06-0916

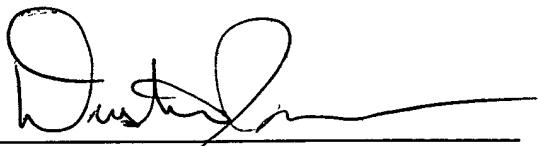
The undersigned is an attorney of record.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,  
GARRETT & DUNNER, L.L.P.

Dated: May 16, 2005

By:



Dustin T. Johnson  
Reg. No. 47,684